

DePaul University
External Solicitor Product/Service Liability Form

1. In consideration for being permitted to solicit at DePaul University, _____ (herein after referred to as "Solicitor") agrees to the following terms and conditions. **These terms and conditions shall apply to all purchases made on University premises.**
2. Solicitor is completely responsible for the prompt replacement of any defective merchandise or the prompt refunding of the purchase price of any defective merchandise.
3. Solicitor will provide all purchasers with the option of canceling any order for goods or services not yet received, if they provide Solicitor with written notification to this effect within five (5) working days after the date of purchase.
4. Solicitor agrees that DePaul University assumes no liability whatsoever regarding purchaser complaints as to merchandise or services provided by Solicitor. As stated in the "External Solicitor Agreement Form," Solicitor agrees to **indemnify** and hold harmless the University from and against any expenses, damages, liability and costs (including costs of suit and attorney's fees) caused by or arising from, directly or indirectly, any act or mission of solicitor it's agents, contractor and employees, in connection with the subject matter of this agreement.
5. Solicitor will in no way compete with any products or services already offered by DePaul University.
6. Solicitor will post a notice with a current name, address and telephone number of the solicitor company. This notice will also outline replacement, refund and cancellation policies. Solicitor will at all times display a copy of this form in a location that is readily visible to purchasers.
7. Solicitor is responsible for the collection of any and all state and city taxes or service taxes relative to the product of service. Under no circumstances will DePaul University accept any responsibility for the tax obligations of Solicitor.
8. Solicitors will not use any University trademarks or other intellectual property rights without prior approval from DePaul University.
9. DePaul University reserves the right to prohibit sales of products or services that are contradictory to the University mission or to cancel a reservation for any reason with at least five (5) business days notice. Reservations cancelled by DePaul with less than five (5) business days notice because of emergency or extenuating circumstances will be given a credit for a future reservation.
10. Solicitor understands that DePaul University explicitly reserves the right to immediately stop the use of a Promotional Table by, or to restrict the future Promotional Table usage of, any vendor or Organization who fails to comply with these terms and conditions. **NO REFUND WILL BE GIVEN** under these circumstances.

By signing below, I represent that I have the authority to bind the entity listed above. I also represent that I have read and understand and agree to the terms in this "External Solicitor Product/Service Liability Form."

SIGNED: _____

DATE: _____

Please complete and return this form to:
Office of Student Life, Promo Table Coordinator
Student Center 201
2250 N. Sheffield, Chicago, IL 60614
Phone: 773.325.7361
Fax: 773.325.7359

****ALL FORMS MUST BE COMPLETED & RETURNED ONE WEEK PRIOR TO RESERVATION DATE****